

U. T. ADMINISTRATION OF DAMAN & DIU
OFFICE OF THE HEAD OF SPORTS,
SPORTS DEPARTMENT,
NEAR FOOTBALL GROUND, MOTI DAMAN.

Tender Notice No.: DMN/SPORTS/TENDER/SP/2012-13/356

Dt. 01.02.2013.

"E- TENDER NOTICE"

On behalf of the President of India, Head of Sports, Daman hereby invited E-Tenders with two bid systems for "Annual operation and Comprehensive Maintenance Contract of Swimming pool and providing Life Guard, Trainer, Cleaning & Security of swimming pool situated at Sports Complex, Near Government House at Moti Daman" from the experienced and financially sound contractors who have been carried out similar nature of works. Tenderers have to submit the documents along-with an EMD and tender fees in the form of DD/FDR of any nationalized Bank in favour of "Head of Sports,Daman" as scan documents on web site and also in hard copy.

Name of Work : Annual operation and Comprehensive Maintenance Contract of swimming pool and providing Life Guard, Trainer, Cleaning & Security of swimming pool situated at Sports Complex, Near Government House at Moti Daman.
(Size of swimming pool = 25 mt length x 13 mt width & 1.80 mt deep)

Earnest Money: ₹ 20,000/- in form of DD/FD in favour of HEAD OF SPORTS, Daman.
Deposit (EMD)
Estimated cost : ₹ 7,20,000/-
Tender fees : ₹ 1,000/- (Non refundable)

The tender documents & other details will be available on <https://www.nprocure.com> upto 19.02.2013. Tender notice can also be seen at web site www.daman.nic.in. **Bidder have to submit price bid in electronic format only on www.nprocure.com till the last date and time for submission. Price bid in physical format shall not be accepted in any case.**

- The Eligible criteria for bidders shall be as under:
- (1) Experience for similar type of business for last 3 years.
 - (2) Turn over of the firm should be ₹ 10 Lakhs per annum.
 - (3) Schedule of Bank Solvency.
 - (4) Tenderer should have Service Tax Registration.

- Last Date and time for download of tender documents 19/02/2013 upto 18.00 hrs
- Date and time of closing of bid (i.e. last date of submission of bid online). 19/02/2013 upto 18.00 hrs.
- Date and time for submission of detail proposal in hard copy. 21/02/2013 upto 15.00 hrs.
- Technical bid opening. 22/02/2013 at 11.00 hrs.
- Financial Bid opening. 22/02/2013 at 16.00 hrs.

The Department reserves the right to reject any or all tenders without assigning any reason and selection shall be at the absolute discretion of the Department and Department's decision in this respect shall be final and binding.

Sd/-
Head of Sports,
Daman.

E-Tender for Annual operation and Comprehensive Maintenance Contract of Swimming Pool and providing Life Guard, Trainer, Cleaning and Security of Swimming Pool situated at Sports Complex, Near Government House at Moti Daman.

E- Tender Notice No.: DMN/SPORTS/TENDER/SP/2012-13/356

Dt. 01.02.2013.

1. E-Tender is hereby invited by the Head of Sports, Daman for Annual operation and comprehensive maintenance contract of swimming pool and providing life guard, trainer, cleaning and security of swimming pool situated at Sports Complex, Near Govt. House at Moti Daman as per Schedule – B attached from the experienced and financially sound contractors who has been carried out similar nature of works.
2. The tenderer has to submit a separate demand draft of ₹ 20,000/- drawn on Nationalized Bank in favour of Head of Sports, Moti Daman payable at Moti Daman shall be attached with other documents. The EMD will not bear any interest. The EMD paid by the unsuccessful tenderers will be refunded in full after the finalization of the tender.
3. The Successful tenderer shall have to deposit 5% of Tender amount as security deposit by Demand Draft or in the form of Bank Guarantee of Nationalized Bank and shall have to sign a contract with Head of Sports as per rules within 15 days after receipt of order. The EMD paid by the successful tenderer will be adjusted towards Security Deposit.
4. In case of successful tenderer, who decline to accept the contract order, the EMD will be forfeited and the concerned agency will be blacklisted.
5. Delayed tenders, post tenders offers received after closing of tenders will summarily be rejected. No responsibility will be accepted for delays in postal transit.
6. Our standard payment term is 100% on completion of every three months of O&M contract of swimming pool. No advance payment or Performa Invoice payment or Bank through payment will be considered even if any discount is offered for the same. This standard payment term is applicable only when the tenderer fulfills above condition No.3.
7. Tenderer must give validity of tender for minimum 120 days.
8. Head of Sports reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
9. Photo copy of the orders for similar works and their performance certificate with self attestation of the documents must be attached along with EMD.

10. Bidder shall have to submit the name of Bank, Name of branch with the address, A/c No. and MICR No.
11. The contractor shall have skilled staff with him and the list is to be enclosed with the tender copy.
12. On the occurrence of any accident on site or in pool while working, swimming etc. which results in death of workman employed, trainee or swimmer by the contractor or any disability likely to be occurred in respect of which compensation may become payable under Govt. Act has to be borne by contractor and the contractor is fully responsible for such an occurrence.
13. The Head of Sports reserves the right to terminate the contract at any time during the contract period if the work is not found satisfactory.

We fully agree to all the above terms and conditions.

Tenderer's signature with stamp

Tender Specification for Annual operation and Comprehensive Maintenance Contract of Swimming Pool and providing Life Guard, Trainer, Cleaning guard, security of swimming pool situated at Sports Complex, Near Government House at Moti Daman.

Qualifying criteria for tenderers :-

1. The tenderer should have experience of minimum three years for operation and maintenance of Olympic Pool for any central Govt., State Govt, or Municipal Corporation Pool including Private pool contracts, O & M of pumping stations/ O & M of sewage pumping station for three years.
2. The tenderer must have sound financial capacity and must have achieved annual turnover of ₹ 10 Lakhs. Copies of certificates, Audit reports for last three years shall be submitted.
3. Tenderer should have Service Tax Registration.
4. The Tenderer shall have to furnish a list of adequately qualified personnel with him.
5. All certificates/evidence shall be duly attached/certified. All work / experience details should be furnished with attested copies of evidence.

General Terms and conditions of Annual operation and Comprehensive Maintenance Contract of swimming pool and providing Life Guard, Trainer, Cleaning and security of swimming pool situated at Sports Complex, Near Government House at Moti Daman.

1. The work will involve in providing skilled technician for operation of filter plant every day from 6.00 a.m. to 8.00 p.m. including Sunday & Holidays (365 days).
2. All the floating dirt & leaves will be removed from the swimming Pool and surrounding areas.
3. Suction sweeper Bottom Cleaner Will be operated regularly to remove settled dirt from pool floor for maintaining cleanliness and hygiene in Swimming pool.
4. Water leaves will be checked in pool & balancing tank filtration plant will be operated at proper working pressure.

5. Backwashing of the filters will do as per the requirements.
6. Water samples should be taken and tested four times a day for residual chlorine and pH parameter and chlorination treatment with other chemical dosing treatment will be administrated as per water parameters.
7. After dosing, the parameters will be rechecked and record of residual chlorine and pH will be maintained in log book.
8. Pool scum / overflow channels and balancing tank will be cleaned as per requirement to maintain in the log book.
9. The record of day to day operation and maintenance with availability of Chlorine and other chemicals will be recorded in the log book so as to maintain proper stock of material.
10. The services should be inclusive of all comprehensive maintenance of filtration plant related machineries as follows,
 - (a) Comprehensive maintenance of filtration plant's pumps & Electric motors.
 - (b) Chlorination plants with necessary all equipments.
 - (c) Main Electric panel board.
 - (d) Suction sweeper machine with necessary all equipments.
 - (e) All valves of Filtration Plants & foot valves.
 - (f) All sizes of PVC pipes of filtration plants.
11. ₹ 1000/- will be charged per day as penalty charged for absents of plant Operator & if water is found untreated at that time penalty will be charged ₹. 3000/- per day.
12. No contractor shall employ any child having age 5 years to 14 years, as it is prohibited by the Child Labour Prohibition and Regulation Act, 1986. The Hon'ble Supreme Court has given certain guidelines and as per the Guidelines, if employment of child labour is detected on the site of work, the employer i.e. the contractor shall have to deposit ₹ 20000/- (Rupees Twenty Thousand only) in the child labour welfare fund. If the employer Refuses to deposit, then action will be taken for contempt of court of the Supreme Court Judgment and also will be prosecuted by the concerned authority.

Because of the breach of any provision of the child labour prohibition and Regulation Act, 1986, by the contractor and for that HEAD OF SPORTS has to pay any amount, then the HEAD OF SPORTS shall recover the said amount from the contractor.

13. The AMC contractor will clean the premises and surrounding area regularly in order to keep swimming pool in perfect hygienic condition.

14. The AMC contractor will provide qualified and sufficient numbers of trained life guard and trainer as per Government norms.
15. All employees will wear uniform and will remain present on duty with neat and clean uniform and will maintain perfect discipline on duty.
16. The contractor shall maintain the pool and movable properties like fixtures, and electrical installation etc. in good condition and shall hand over all the articles entrusted to him in good condition at the end of the contract period. The contractor shall compensate the HEAD OF SPORTS for any damage or loss if found in such properties with the replacement value as decided by Head of Sports by cash or DD in favour of the HEAD OF SPORTS, Moti Daman and in any case if he fails to pay the same amount decided by Head of Sports, the same will be recovered from his security deposit.
17. Tenderer should indicate the monthly amount quoted for Annual operation and Comprehensive Maintenance Contract of swimming pool and providing Life Guard, Trainer, Cleaning and security of swimming pool situated at Sports Complex, Near Government House at Moti Daman.
18. The contractor should not sublet the work to any other agencies.
19. The contract will be valid for a total period of Three years. However, the contract at end of every year will be renewed after performance appraisal by HEAD OF SPORTS.
20. The contract can be terminated by HEAD OF SPORTS for unsatisfactory service after giving notice to the contractor. The decision of the management of HEAD OF SPORTS shall be final in this regard. HEAD OF SPORTS may terminate the contract at any time, without assigning any reason and without giving prior notice, if it so desires in their interest.
21. The contractor should cover his establishment under EPF, Miscellaneous provisions Act, Minimum Wages Act, ESI Act and all other relevant statutory provisions at his cost.
22. The contractor may at any time terminate the agreement without assigning any reasons after giving three months notice in writing and Security Deposit will be forfeited, if the contractor chooses to terminate the contract without giving three months notice.
23. No child labour should be employed (below 18 years).
24. On expiry of the contract period, the contractor shall hand over all the articles in good condition, which were entrusted to him.

25. The tenderer should provide suitable uniforms as approved for his personnel at his cost, and he shall on his own responsibility appoint all necessary staff and employees, HEAD OF SPORTS shall have no responsibility or any obligation legal or otherwise in respect of the affairs of such staff and employees, including their appointment, conduct, discipline termination, wages and terms and conditions of work etc. which are the sole obligation of the tenderer. The tenderer shall ensure that staffs employed by him should be properly, cleanly and neatly dressed and shall be disciplined and polite to the guests at all times. He shall furnish fitness certificate issued by the Medical Officer periodically of the employees and their antecedents should be verified by the Police Authorities.
26. In the event of detection by the tenderer or his employees of any valuables or belongings with the employees, the tenderer shall immediately report the same to the HEAD OF SPORTS.
27. The tenderer shall comply with all requirements of all applicable to laws under Central and Local Sales Tax laws, Service Tax Laws, Labour Laws, Local Authority Laws and shall be responsible for payment of all taxes, fees and other statutory payments which are in force and which are likely to be in force in future to the respective authorities.
28. The HEAD OF SPORTS shall be arbitrator for any type of dispute in the contract.
29. The successful tenderer shall execute the instructions of the HEAD OF SPORTS or any officer authorized by him from time to time on all matters connected with the smooth functioning of services.
30. HEAD OF SPORTS Ltd shall reserve the right to accept or reject any one or all the tenders without assigning any reason thereof.
31. In case of any breach of this contract and any terms and conditions therein by the tenderer, HEAD OF SPORTS may cancel the contract for the remaining period of the contract after giving a show cause notice of 15 days time as desired by HEAD OF SPORTS in writing to the contractor. In the event of such cancellation, security deposit amount of the contractor will be forfeited to the HEAD OF SPORTS and contractor will be liable to pay compensation of ₹ 1 lakh only to the HEAD OF SPORTS. The decision of HEAD OF SPORTS shall be final in the matter and abide to the tenderer.
32. The contractor shall have his own system of supervision and arrangements within the said premises by deployment of suitable staff to the entire satisfaction of the HEAD OF SPORTS or any officer authorized by him. The contractor shall, however, require to furnish details of such a system for approval by HEAD OF SPORTS.

33. The contractor shall employ his own personnel and equipments for purpose of cleaning and maintenance at his own cost. The contractor shall engage his staff with prior police verification and shall provide a list of such staff along with their permanent address to this office and photographs.
34. Behavior of personnel shall in no way be detrimental to the management of HEAD OF SPORTS. The contractor shall provide personnel of good character, physically fit, efficient, well behaved and skillful in their duties.
35. The contractor shall discharge from service any employee who in the opinion of HEAD OF SPORTS Misconduct himself or is in any way unfit or unsuitable for the said purposes. The decision of the HEAD OF SPORTS shall be final and binding.
36. The contractor shall at all time obey the lawful instruction given to him by the HEAD OF SPORTS or his authorized representatives. Any infringements of any such instruction may render the contractor liable to be fined which may extend upto ₹ 200/- in each case. The fine will be in addition to the penalty facility in other clauses.
37. The contractor shall also ensure the norms prescribed by the Human Rights Commission, Government of India, Minimum Wages Act and Industrial Dispute Act or any such other legislation are fully observed and the office is kept harmless and indemnified. If there is any non compliance intimated HEAD OF SPORTS the contractor has to rectify it and indemnity.
38. The contractor shall provide all the cleaning material, necessary equipments and other equipments like life jackets, swimming rings etc. as instructed and approved by HEAD OF SPORTS at his own cost.
39. The contractor shall provide insurance to cover all the death or injury occur during swimming, training to his employee and all the visitors. And the copy of insurance shall have to submit to HEAD OF SPORTS.

We fully agree to all the above terms and conditions.

Tenderer's signature with stamp

Scope of A.M.C.

1. Chlorine gas will be supplied by AMC at swimming pool.
2. Security of Plant.
3. Cleaning of swimming pool.
4. Providing life guard, trainer, security and cleaning & maintenance staff.
5. The tenderer has to put supervising staff of his own cost like minimum one Manager & one Supervisors for overall supervision.
6. The tenderer has to submit fortnightly report of the work executed by him.
7. The tenderer has to maintain the all required Registers, Visit books, Guest House Register, etc. and same shall be submitted for checking to the representative of HEAD OF SPORTS.

We fully agree to all the above terms and conditions.

Tenderer's signature with stamp

SR. No.	DESCRIPTION OF GOODS	QTY.	UNIT	RATE	AMOUNT RS.
1	Annual Operation and Comprehensive Maintenance Contract of Swimming Pool and Providing Life Guard, Trainer, Cleaning & Security of swimming pool situated at Sports Complex, Near Government House at Moti Daman.	12.00	Month	0.00	0.00